

UNITED STATES BANKRUPTCY COURT
Western District of Michigan

In re: **Kimberly Kelly Wilcox**
Mark Gordon Wilcox

Debtor(s).

Case No. 17-02251

Chapter 13

Hon. James W. Boyd

Filed: **May 7, 2017**

FIRST PRECONFIRMATION AMENDED CHAPTER 13 PLAN

I. PLAN PARAMETERS

A. APPLICABLE COMMITMENT PERIOD (ACP) - 11 U.S.C. § 1325(b)(4).

☒ The ACP is 60 months.

☐ The ACP is 36 months. However, the duration of payments may be extended to complete the Plan.

B. LIQUIDATION ANALYSIS.

1. The amount to be distributed to holders of allowed unsecured claims shall not be less than the value of the non-exempt equity of the Debtor(s) less the costs of sale. The liquidation value of the estate as required by 11 U.S.C. § 1325(a)(4) is **\$38,005.00**
2. The estimated base amount to be paid to the general unsecured creditors is **\$41,766.68**

II. FUNDING

A. PLAN PAYMENT The Debtor(s) shall make payments in the amount of \$ **1,150.00** per ☐ week, ☐ bi-weekly, ☐ semi-monthly, ☒ monthly, and/or ☒ Other (see Additional Plan Payment Provisions) for the minimum of the ACP.

☒ Additional Plan Payment Provisions: **\$1,150.00 Monthly for 12 months, then \$2,468.00 Monthly for 48 months when the Debtors' first mortgage obligation is repaid.**

III. DISBURSEMENTS

C. SECURED CLAIMS.

1. Real Property:

a. Mortgage Payments: Unless otherwise stated, the Trustee shall commence paying the first post-petition mortgage payment on the first day of the month following the month of the petition date.

b. Principal Residence Post-Petition Mortgage Payments and Prepetition Arrears: The following is the street address and the tax ID parcel no. for the principal residence of the Debtor(s):

Property No. **1 266 Boynton Ave SE Lowell, MI 49331 Kent County**
Primary Residence. Value = SEV x 2/Zillow.
PPN: 41-16-30-300-026

Creditor Name	Estimated Monthly Payment Amount ⁱⁱⁱ	Estimated Arrears ^{iv}	Taxes & Insurance Escrowed With Lender? Y/N
Bank of America (First Mortgage)	\$1,318.00	0.00	N

ⁱⁱⁱ The monthly payment amount is an estimate and the Trustee shall pay the monthly payment amount based on the proof of claim as filed. The Plan authorizes the Trustee to make post-petition regular mortgage or land contract payments prior to the proof of claim being filed. This provision does not preclude any party in interest from filing an objection to the claim.

^{iv} The amount of prepetition arrears is an estimate and the Trustee shall pay the prepetition arrears based on the proof of claim as filed. Any claim filed for prepetition arrears shall be paid through the Plan over a reasonable period of time and pro-rata with other secured creditors without interest.

Creditor Name	Estimated Monthly Payment Amount ⁱⁱⁱ	Estimated Arrears ^{iv}	Taxes & Insurance Escrowed With Lender? Y/N
Bank of America (Second Mortgage)	\$660.83	\$660.83	N

e. Real Property Tax Escrow:

The Debtor(s) will not utilize a tax escrow with the Trustee unless marked below.

() The Debtor(s) will utilize a tax escrow through the Plan. The Debtor(s) must provide the tax bill to the Trustee and verify taxes are paid each year until completion of the Plan. Tax escrow accounts will fund after on-going monthly mortgage payments but prior to other secured creditors.

Real Property Address	Parcel Number	Taxing Authority	Monthly Escrow Amount
-NONE-			

2. Personal Property:

c. Secured Claims Subject to 11 U.S.C. • § Section 506^{viii}: Claims in this class shall be paid as follows plus an additional pro-rata amount that may be available from funds on hand at an interest rate specified below or the contract rate specified in the proof of claim whichever is lower. Creditor will be paid the fair market value (FMV) as a secured claim and any balance due as a general unsecured claim.

Creditor, Address & Account No. ^{ix}	Collateral	FMV	Interest Rate	Pre-Conf APP	Equal Monthly Payment
Bank of America 4909 Savarese Circle 22745 Tampa, FL 33634 1544	266 Boynton Ave SE Lowell, MI 49331 Kent County Primary Residence. Value = SEV x 2/Zillow. Acquisition Date:	\$198,000	4.25%	0.00	Pro-Rata after superior classes.

E. DIRECT PAYMENT BY THE DEBTOR(S) OF THE FOLLOWING DEBTS. All claims shall be paid by the Trustee unless listed herein:

Creditor, Address & Account No.	Collateral/Obligation	Balance Owning	Interest Rate
Bank of America 4909 Savarese Circle 22745 Tampa FL, 33634 Acct. XXXXXX3145	226 Boynton Ave. Lowell, MI 49331	\$20,320.00	5.25%

IV. GENERAL PROVISIONS

R. NONSTANDARD PROVISIONS. Nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this Model Plan or deviating from it. Nonstandard provisions set out elsewhere in this Plan are ineffective and void. The following Plan provisions will be effective only if there is a check in the box "Included" in the Preamble.

^{viii} If the collateral is a motor vehicle and is destroyed, the Debtor(s), with consent from the secured creditor and Trustee or by order of the Court, may use the collateral insurance proceeds to purchase replacement collateral, to which the creditor's lien shall attach.

^{ix} If the creditor files a proof of claim with a balance owing which is different from the amount listed above, the proof of claim shall control as to the amount of the debt, unless a party in interest objects to the proof of claim

1. **Escrow Provision:** After payment of all attorney fees approved at confirmation, the trustee shall escrow \$50 per month of the debtor's payments to the trustee to be reserved for payment of additional allowed administrative expenses, if any. Such funds will be distributed for additional attorney fees or other administrative expenses that may be allowed from order(s) approving such expenses, before closing of the case, then to unsecured creditors, at plan completion, after all allowed administrative expenses. This escrow provision for administrative expenses is subject to funds availability after necessary monthly payments to secured claims such as continuing mortgage payments. Applications will be filed at least thirty (30) days before the completion of the case in order to be paid from escrowed funds.

2. **PAYMENT OF FIRST MORTGAGE:** The Debtor's first mortgage obligation has a balance of approximately \$20,320.00 and is set to be paid in full on or about May 1, 2018. The Debtors will pay this amount directly to the creditor until it is paid in full. Once the mortgage is paid in full, the Debtors will increase their monthly payment to the trustee by \$1,318.00.

3. **PAYMENT OF SECOND MORTGAGE:** The Debtor's second mortgage obligation has a balance of approximately \$68,213.76 and monthly payments of \$660.83 and pre-petition arrearages of \$660.83. The Debtors propose that the trustee pay the continuing monthly obligation to Bank of America in the amount of \$660.83 at the interest rate provided for by contract, and beginning in June of 2018, or when the first mortgage is paid off whichever occurs first, the trustee shall pay the regular monthly payment plus a pro-rata amount of the funds on hand each month until the second mortgage is paid in full.

BY FILING THIS DOCUMENT, THE ATTORNEY FOR THE DEBTOR(S) OR DEBTOR(S) THEMSELVES, IF NOT REPRESENTED BY AN ATTORNEY, ALSO CERTIFY(IES) THAT THE WORDING AND ORDER OF THE PROVISIONS IN THIS CHAPTER 13 PLAN ARE IDENTICAL TO THOSE CONTAINED IN THE APPROVED MODEL PLAN PURSUANT TO LOCAL BANKRUPTCY RULE 3015(d) FOR THE WESTERN DISTRICT OF MICHIGAN BANKRUPTCY COURT, OTHER THAN ANY NONSTANDARD PROVISIONS INCLUDED IN PARAGRAPH IV.R.

Date: **September 11, 2017**

/s/ Kimberly Kelly Wilcox

Kimberly Kelly Wilcox, Debtor

Date: **September 11, 2017**

/s/ Mark Gordon Wilcox

Mark Gordon Wilcox, Debtor

Date: **September 11, 2017**

/s/ Jeffrey D. Mapes

Jeffrey D. Mapes P70509, Counsel for the Debtor(s)